

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 19-cv-7-wmc

ROBERT C. COLSON, JR.,
DENISE L.S. COLSON, and
MART W. SWENSON, S.C.,

Defendants.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above-captioned matter having come before the Court to be heard, Honorable William M. Conley, United States District Judge for the Western District of Wisconsin, presiding without a jury, on June 12, 2019, the Plaintiff, United States of America, having appeared by its attorney, the Office of the United States Attorney for the Western District of Wisconsin, and no appearance having been made on behalf of the Defendants herein, except as may be noted on the record; the Clerk of the United States District Court for the Western District of Wisconsin having duly entered the default of Defendants Robert C. Colson, Jr., Denise L.S. Colson, and Mart W. Swenson, S.C.; and the United States having filed a Notice of Application for Default and Motion for Default Judgment, with accompanying Declarations; and it further appearing that due notice of application and motion for judgment has been made to the Defendants,

and the Court having heard the matter, therefore makes and files the following findings of fact and conclusions of law constituting its decision in this action.

FINDINGS OF FACT

1. The allegations set forth in the United States' complaint are accepted as true.
2. There is now due and unpaid on all Notes and Mortgages held by the United States as of June 12, 2019, the sums set forth in Attachment A.
3. The United States has incurred the following costs in this action: *See* Attachment A.
4. The remaining chattel secured by the promissory notes and security agreements held by the United States is described in Attachment B attached hereto.
5. No other proceedings have been held at law or otherwise for the recovery of the sum secured by the promissory notes, security agreements, continuation statements, financing statements, and mortgages.
6. The mortgaged premises are described as follows:

The South One-half of the Southeast Quarter of Section 14,
Township 32 North, Range 2 East, Town of Greenwood, Taylor
County, Wisconsin.

AND

The Northwest Quarter of the Northeast Quarter of Section 23,
Township 32 North, Range 2 East, Town of Greenwood, Taylor
County, Wisconsin.

Parcel Nos.: 016-00251-0000
016-00252-0000
016-00391-0000

7. The real estate is so situated that it cannot be sold in parcels without injury to the interest of the parties, and a sale of the whole will be more beneficial to the parties hereto.

8. Notice of the pendency of this action was duly given on February 1, 2019, after the filing of the Complaint herein, by filing a Notice of Lis Pendens in the office of the Register of Deeds for Taylor County, Wisconsin. This was done in the manner and form required by law, after the filing of the complaint herein, and more than twenty (20) days prior to the trial or other resolution of this action.

9. The Defendants have not served an Answer or other response and the Clerk of Court has duly entered the default of said Defendants.

10. The United States is entitled to immediate possession of the items of security on which the Farm Service Agency has a security interest, set out in the Complaint on file herein, as listed in Attachment B.

CONCLUSIONS OF LAW

11. The United States is entitled to judgment of foreclosure and sale of the mortgaged premises and secured chattel in the usual form as requested in the United States' Complaint, and in accordance with the above Findings of Fact.

12. The United States is entitled to recover from the Defendants the following sum: *See Attachment A.*

13. The United States is entitled to immediate possession of the items of security on which the Farm Service Agency has a security interest, set out in the Complaint on file herein, as listed in Attachment B.

14. The items of security may be sold individually or as a whole at a public or private sale, and the sale shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin or the United States Department of Agriculture's Farm Service Agency.

15. That if necessary to secure possession of the chattel and premises, the Clerk of Court, upon application by the United States, shall issue a Writ of Assistance.

16. The Defendants and all persons claiming under them subsequent to the filing of the notice of the pendency of this action be and hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in the chattel and mortgaged premises.

17. The mortgaged premises shall be sold as a whole.

18. The Defendants shall not be granted a right of redemption.

19. Sale of the premises shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin. Notice of the sale shall be made by publication in The Star News, a newspaper published in the City of Medford, Taylor County, Wisconsin.

20. Proceeds from the sale of the subject premises shall be paid first to satisfy Defendant Robert C. Colson, Jr. and Denise L.S. Colson's debt to the United States as set forth in Attachment A, plus necessary costs and disbursements.

21. Any remaining proceeds from the sale of the subject premises shall be subject to further order of the Court.

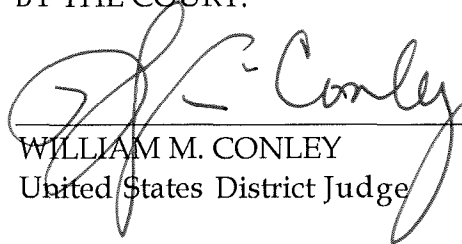
22. Deficiency judgment is not being sought in this action.

Now, on application of Plaintiff United States of America,

IT IS THEREFORE ORDERED that foreclosure of said mortgages and security agreements in the usual form as provided by and in accordance with the above Findings of Fact and Conclusions of Law be entered in this action.

Dated this 12th day of June, 2019.

BY THE COURT:


WILLIAM M. CONLEY
United States District Judge